

Adopted at Meeting of 5/21/58

UR MASS. 2-3

SALES CONTRACT FOR THE WEST END PROJECT AREA

AGREEMENT entered into as of May 21, 1958, by and between the BOSTON REDEVELOPMENT AUTHORITY, a public body politic and corporate, created pursuant to the General Laws of the Commonwealth of Massachusetts, Chapter 121, hereinafter referred to as the "Authority", and THE RETINA FOUNDATION, a Massachusetts charitable corporation, hereinafter referred to as the "Redeveloper", having its principal place of business in Boston, Massachusetts.

WHEREAS, substandard and decadent housing conditions and slums exist in an area hereinafter defined and sometimes referred to as the "West End Area", and in this Agreement sometimes referred to as "The Project Area"; and

WHEREAS, the Authority is proceeding to clear and desires to replan, reconstruct, rehabilitate said West End Area, and to make adequate provisions for residential and other facilities appurtenant thereto, in cooperation with the Federal Government as provided in Title I of the Housing Act of 1949, 63 Stat. 414 (1949 as amended, 42 U.S.C.A. secs. 1451-60 (1954)), as amended and all Federal Laws amendatory and supplemental thereto; and

WHEREAS, the Authority, pursuant to the provisions of Chapter 121, of the General Laws of the Commonwealth of Massachusetts, has formulated a land assembly and redevelopment plan for the Project Area, entitled West End Redevelopment Plan, as defined in Section 3; and

WHEREAS, the Authority has the power to sell the land to private parties prepared to redevelop the Project Area in accordance with the aforesaid West End Redevelopment Plan; and

WHEREAS, the Authority has acquired and intends to clear the real property in the West End Area; and

WHEREAS, the Authority finds that the most prudent method of making the land in the project area available for redevelopment is through the negotiation of a contract with a responsible redeveloper according to the procedure outlined in the Local Public Agency Letter No. 84 for disposition under non-competitive conditions; and



WHEREAS, the Redeveloper has familiarized itself with the aforesaid West End Redevelopment Plan and has proved itself ready, willing, and able to execute said Plan as to Parcel J as described in Section 9; and

WHEREAS, the parties desire to enter into a contract respecting the acquisition of said Parcel J for redevelopment for institutional use in accordance with said Plan;

NOW, THEREFORE, each of the parties hereto, for and in consideration of the promises and agreements of the other party hereto, does COVENANT and AGREE as follows:

#### Definitions

Section 1: "Authority" means the Boston Redevelopment Authority, a public body politic and corporate created pursuant to Massachusetts G. L. (Ter. Ed.) Chapter 121, and such successors and assigns to its urban redevelopment functions as may be created by statutes of the Commonwealth of Massachusetts.

Section 2: "Redeveloper" means the Retina Foundation, a Massachusetts charitable corporation, undertaking execution of the Authority's West End Redevelopment Plan with reference to Parcel J as aforesaid.

Section 3: "West End Redevelopment Plan" means a detailed plan dated May 1956, revised March 1957 and May 1957 (incorporated by reference into this contract and attached hereto and made a part of this agreement) indicating among other things the boundaries of the West End Area; the relationship of the project to the community development as a whole; the proposed land uses and building requirements in the area; and the method for the relocation of persons now living in the project area;

Section 4: "West End Area" or "project area" means the substandard and decadent area in which redevelopment is planned. The precise boundaries of the project area are delineated in Part G of the attached West End Redevelopment Plan.

Section 5: "project" means the entire redevelopment plan and project as defined in Chapter 121 of the Massachusetts General Laws;

Section 6: "Federal legislation" means Title I of the United States Housing Act of 1949, acts in amendment thereof, and any other legislation of the Congress of the United States or regulations authorized by such



legislation which relates to Federal assistance for clearance of substandard and decadent areas and for redevelopment construction thereon.

Section 7: "Federal" pertains to laws, regulations, agencies and officers of the government of the United States.

Sale Provisions

Section 8: Contingencies to which contract is subject. The rights and obligations of the Authority and the Redeveloper expressed in this Agreement shall be contingent upon approval of this contract by the Federal Housing and Home Finance Agency.

Section 9: Sale price and method of Sale. The Redeveloper agrees to buy and the Authority agrees to sell, subject to the terms of this Agreement, and the West End Redevelopment Plan, by quitclaim deed, one or the other of the Parcels of land herein described below:

1. A certain Parcel of land shown as Parcel J on a plan entitled "Land Use Plan" as set forth in and included as part of the West End Redevelopment Plan, bounded and described as follows:

Beginning at a point in the westerly side line of Lynde Street, said point being 168.75 feet north of the intersection of the westerly side line of Lynde Street and the northerly side line of Cambridge Street and running:

EASTERLY	124 feet, more or less, to the proposed westerly side line of Staniford Street shown on said "Land Use Plan"; thence running
NORTHERLY	along said proposed side line of Staniford Street a distance of 150 feet, more or less; thence running
WESTERLY	a distance of 218 feet, more or less, to the easterly side line of proposed New Street as shown on said "Land Use Plan"; thence running
SOUTHERLY	along the said easterly side line of said proposed New Street a distance of 172. feet more or less, thence running;
EASTERLY	a distance of 100 feet, more or less, to the westerly side line of Lynde Street; thence running
NORTHERLY	a distance of 23 feet, more or less, to the point of beginning.

Containing 35,000 square feet, more or less.

2. A certain parcel of land shown as Retina on a plan entitled "Charles River Park" by Victor Gruen Associates, dated May 19, 1958 attached hereto, which parcel is herein referred to as Parcel J 1, containing 33,000 square feet, more or less.

The consideration for whichever of the above parcels is conveyed is One Dollar and Thirty-Five Cents (\$1.35 per square foot.



If the Authority decides to convey Parcel J 1 to the Redeveloper, then in the event that neither Charles River Park Inc. nor the owners of Parcels A and B as shown in the Land Use Plan included and made a part of the West End Redevelopment Plan, purchases the strip of land lying northerly of said Parcels A and B and southerly of Parcel J 1 shown as "Retina" on the Plan attached hereto, extending from Staniford Street along the southerly boundry of said Parcel J to the westerly boundry of said Parcel, the Redeveloper will purchase said strip for One Dollar and Thirty-Five Cents (\$1.35) per square foot.

It is understood by the parties hereto that the conveyance of the land will be in accord with the provisions of Local Public Agency Letter #84, and that the Authority contemplates authorizing further re-use appraisals for the land encompassed in the project area. If based upon such further re-use appraisals Housing and Home Finance Agency fixes fair market value at higher prices than those set forth in the preceding paragraph, the Redeveloper shall have the option of purchasing the land in the project area at the price as so fixed by the Housing and Home Finance Agency. In the event that the Redeveloper fails to exercise such option within thirty (30) days of the fixing of said fair market value, the obligations of the Redeveloper and the Authority under this contract shall terminate, provided that if the Authority after such termination of the obligations of the parties hereto offers the land in the project area for sale through negotiation at prices less than the fixed fair market value at which said land was offered to the Redeveloper, the Authority shall first offer the land for sale at such lesser prices to the Redeveloper and the Redeveloper shall have thirty (30) days to accept or refuse such offer.

The Authority must on the date set herein for conveyance convey either one or the other of the above described Parcels but shall have sole discretion as to which it conveys, provided however, that in the event Parcel J 1 and the deed thereto have not by said date received the approval of all necessary governmental bodies and agencies as required by the Loan and Grant Contract dated January 29, 1958 between the Authority and the Federal Housing and Home Finance Agency and by Federal or Massachusetts Law, the Authority shall convey Parcel J. All provisions of this Agreement shall apply equally to the conveyance of Parcel J or Parcel J 1 whether or not they specifically refer only to Parcel J.

Section 10: Time of Redeveloper's payments and date of conveyance: Upon the execution of this Agreement by the Authority and the Redeveloper, the Redeveloper will deposit with the Authority a certified check in the amount of Five Thousand Dollars (\$5,000.) and the balance thereof to be paid at the time of conveyance.



The Authority will convey said Parcel J to the Redeveloper on December 1, 1958, or earlier, upon ten (10) day written notice to the Redeveloper, if said Parcel is free and clear as provided in Section 11. If on December 1, 1958, said Parcel J. is not free and clear as provided in Section 11, the Redeveloper shall have the option to accept conveyance with the understanding that the Authority is still obligated to proceed with due diligence to clear said land as provided in Section 11 or agree to an extension or extensions of time for conveyance, or terminate this Agreement and require its deposit to be returned, but with no further liability on the part of the Authority, unless the Authority has not proceeded with due diligence in clearing said Parcel as provided in Section 11.

Section 11. Preparation of land for redevelopment and preservation of a portion of Lynde Street. The Authority agrees to convey Parcel J free and clear of all buildings, structures, and improvements therein with all cellar holes and excavations filled to the level of the surrounding ground in good and workmanlike manner and the site rough graded as set forth in the West End Redevelopment Plan, annexed hereto and made a part of this contract.

The Authority further agrees to provide or cause to be provided, without expense to the Redeveloper or public assessment against the property, the following insofar as they affect Parcel J:

- (1) Construction, improvement and paving of the streets, sidewalks through and abutting Parcel J (including the installation of gutters, curbs, and catchbasins, and the supply of street lighting) in accordance with the West End Redevelopment Plan.
- (2) The installation and relocation of such sewers, drains and water lines as are required by the Redevelopment Plan and providing of licenses in public ways for the installation by either the Redeveloper or the particular utility company involved of distribution lines for gas, electricity, telephone and telegraph or other utility installations; and the Authority agrees to join with the Redeveloper in any petition or application to secure such electric, telephone, telegraph or other utility installations.

The Redeveloper shall further be entitled to extensions in time for executing the West End Redevelopment Plan equivalent to the time the project is delayed by any failure of the Authority to provide the aforesaid facilities.



## Covenants and Conditions

### Section 12: The Redeveloper for itself and its successors and assigns

agrees to:

- (a) Property to be used only for project purposes - devote Parcel J to uses specified in sec. 26LL of Chapter 121 of the Massachusetts General Laws and in the Authority's West End Redevelopment Plan (annexed hereto) in accordance with the contract specifications and standard of development outlined therein. This covenant shall run for a period of forty (40) years from the date of approval of the West End Redevelopment Plan.
- (b) Unfair restrictions prohibited - refrain from effecting or executing any covenant, agreement, lease, conveyance or other instrument whereby the property in the project area or any part thereof is restricted upon the basis of race, creed, or color in the sale, lease, or occupancy thereof, nor to restrict the property aforesaid or any part thereof.

The covenants in this section shall be covenants running with the land and covenants to the same effect, which shall be and shall be expressed to be covenants running with the land, shall be contained in any instrument conveying property in the project area from the Authority to the Redeveloper.

Section 13: Approval of the Redeveloper's Plan. The Redeveloper shall submit to the Authority not later than eleven (11) months from the date of delivery of the deed to Parcel J or from the date said Parcel J is cleared as provided in Section 11, whichever shall later occur, site, elevation, building, mass, landscaping and exterior design plans and general specifications for development operations on the project consistent with Part D (Controls on Redevelopment) of the West End Redevelopment Plan. The Authority shall review said submission to assure compliance with said Plan and it shall be deemed approved unless formal rejection of the submission, setting forth in detail the reasons therefor, shall be made within thirty (30) days.

The architects for the Redeveloper and for Charles River Park, Inc. shall consult with each other in order that there shall be architectural coordination and intergration in the development of Parcel J and the rest of the West End Redevelopment Area. In the event that either party is unwilling to consult or there is disagreement, either party may request that the Authority settle all differences and the decision of the Authority shall be final.

Section 14: Alterations in redevelopment plan. Alterations in the West End Redevelopment Plan insofar as it affects Parcel J may be made with the approval of the Authority to meet the requirements of Federal agencies or mortgagees under conventional financing and such approval shall not be unreasonably withheld.

Section 15: (a) General terms relating to conveyance of Parcel J by the Redeveloper. The Redeveloper agrees that unless he first secures the



written consent of the Authority, he will not sell, lease, transfer, or convey the real property in Parcel J, or any part thereof, prior to the completion of the redevelopment operations required for said Parcel J by the West End Redevelopment Plan. A provision to effectuate this section shall be included in any deed, lease or other conveyance of real property of said Parcel J by the Redeveloper, but shall not be made a covenant running with the land.

(b) Conveyance by Redeveloper of parcels on which construction is not complete. In the event the Redeveloper should desire to convey Parcel J or any portion thereof remaining after conveyance or conveyances pursuant to sub-sections (c) and (d) of this section before the Redeveloper has completed all phases of construction required by the West End Redevelopment Plan for Parcel J and the Authority gives its prior consent to such conveyance in writing, the consideration for such conveyance paid or payable to the Redeveloper shall not exceed an amount representing the actual cost to the Redeveloper of said Parcel J or portion thereof, including the cost of any improvements made thereon and carrying charges. The intent and purpose of this sub-paragraph is to preclude the Redeveloper's making any profit resulting from conveyance of property in the project area prior to execution of the West End Redevelopment Plan on Parcel J. Any grantee hereunder must be a qualified redeveloper who is financially able to proceed with the work in Parcel J or a portion thereof in accordance with this agreement.

The Redeveloper shall not be relieved of his obligations under this agreement to assure complete execution of the West End Redevelopment Plan with respect to parcels transferred pursuant to this sub-section.

(c) Conveyance by Redeveloper of completed portion of Parcel J. The Redeveloper, with the prior written consent of the Authority, may sell, lease, transfer, or convey a portion of Parcel J, after completing all phases of construction required by the West End Redevelopment Plan for said Parcel J, provided that the instruments of conveyance include such covenants and requirements as are necessary to assure continued adherence to the West End Redevelopment Plan as it pertains to said Parcel J.

(d) Conveyance by Redeveloper to subsidiaries, affiliates, etc. Subject to the anti-speculation provisions hereof, and notwithstanding anything to the contrary in this agreement, the Redeveloper may,



subject to the prior approval of the Authority, and such approval may not be unreasonably withheld, convey the fee title or leasehold interest of Parcel J or a portion thereof to subsidiary or affiliated corporations, or merged corporations, or individuals, firms, and other charitable entities, or corporations of a medical nature, and provided further that the grantees and/or lessees assume the obligations of the Redeveloper in writing, but only with respect to the particular portion of the Parcel J conveyed or leased in accordance with the provisions of this section,

(e) Obligations of grantees of Redeveloper. In the event of a sale, lease, transfer or conveyance by the Redeveloper pursuant to sub-sections (b), (c), and (d), of this section, the Redeveloper agrees to require any grantee, transferee, or lessee, **his** successors and assigns, to assume the obligations imposed on the Redeveloper under this agreement, but only with respect to the property so conveyed, transferred or leased; nor shall the Redeveloper be liable for the performance of said obligations by said grantees, transferees, or lessees and their successors or assigns except as indicated in the said sub-sections (b), (c), and (d).

(f) Conveyances by Redeveloper after construction is complete on entire Parcel J. The Authority agrees that the Redeveloper may sell, transfer, convey, or lease Parcel J or portions thereof, after all phases of redevelopment operations for said Parcel J are completed pursuant to the West End Redevelopment Plan. Completion will have been achieved upon issuance to the Redeveloper of a certificate of completion or satisfaction by the Authority. Such certification shall, with respect to said Parcel J, be a conclusive determination of satisfaction and termination of the agreements and covenants in this agreement and in the deed obligating the Redeveloper and its successors and assignees, with respect to the construction of the improvements and the dates for the beginning and completion thereof.

(g) Mortgage transaction excluded. The Authority agrees that the Redeveloper may secure a mortgage or mortgages to finance the redevelopment of Parcel J and that the execution of such mortgage or mortgages shall not be deemed a violation of this Section 15.



Section 16: Time for construction or completion. The Redeveloper agrees to commence construction of the improvements in the Parcel J within ninety (90) days after the date of approval of architectural plans as provided in Section 13 and shall complete all improvements in the Parcel J so conveyed within twenty-four (24) months after such commencement.

Section 17: The Redeveloper agrees to permit access to real property conveyed to it, pursuant to this Agreement, to the Authority and to officials of the United States of America and the City of Boston when necessary to fulfill this Agreement, the loan and capital grant contract between the Authority and the Federal Housing and Home Finance Agency, any cooperation agreement between the Authority and the City of Boston, and for purposes of inspection.

Section 18: The Authority shall retain right of entry to Parcel J until all existing buildings and structures are removed and preparation of the land for redevelopment is completed, and afterwards for inspection as hereinbefore provided.

Section 19: Terms and conditions limited. It is understood by the parties that:

- (a) the terms and conditions for development of the project area set out in the West End Redevelopment Plan annexed hereto and incorporated by reference into this agreement; and
- (b) the standards and requirements of the appropriate Federal, State, and City agencies; and
- (c) the terms and conditions in the main body of this agreement shall constitute all of the terms and conditions that shall be required by the parties of one another.

Section 20: The Redeveloper shall make or cause to be made prompt payment of all money owed to any and all persons doing any work or furnishing any material or supplies to the Redeveloper or any of its Contractors or Subcontractors in connection with the construction, repair or replacement of any of the structures and other improvements to be placed on Parcel J.

Section 21: The Redeveloper agrees to pay, indemnify and save harmless the City of Boston and the Authority, its agents and employees, except against its own or their own, acts of omission or negligence, from all suits, actions, claims, demands, damages or losses, expenses, and/or costs of every kind and description to which the City of Boston and the Authority, its agents or employees may be subjected or put by reason of injury (including death) to persons or property, resulting from, in connection with, or growing out of,



any act of commission or omission of the Redeveloper, its agents or employees, or its contractors or subcontractors, on or over any of said Parcel J; or in connection with any use, occupancy or operation of said Parcel J during the entire time this Agreement, or any part thereof, is in force, and regardless of whether such suits, actions, claims be against, suffered or sustained by the City of Boston and/or the Authority, its agents and employees, or be against, suffered or sustained by other persons, corporations or legal entities to whom the City of Boston and/or the Authority, its agents and employees, may become liable therefor.

Section 22: The Redeveloper shall carry complete fire insurance policy <sup>in</sup> coverage, which the Authority shall be a co-beneficiary to the extent of its interest therein, on all improvements in Parcel J during the period of this Agreement; provided, however, that this condition shall not apply to Parcel J from such time as a certificate of satisfactory completion has been issued by the Authority.

#### Remedies and Extensions

Section 23: When Redeveloper's deposit is forfeited: Anything in this agreement contrary notwithstanding, in the event that the redeveloper fails to accept conveyance of or make payment for Parcel J as provided herein and any such failure shall not be cured within sixty (60) days, said deposit described in Section 10 shall be retained by the Authority as liquidated damages without any deduction, offset, or recoupment by the Redeveloper and neither the Redeveloper nor the Authority shall have further rights or liabilities, against one another arising out of such failure.

Section 24: Redeveloper guarantees faithful performance. The Redeveloper unconditionally guarantees the faithful performance of all covenants herein to be by it performed. It is hereby agreed that in the event any party hereto shall fail to comply with or violate any of the provisions of this agreement, then, and in that event, the other party hereto may institute such actions or proceedings as it may deem advisable as well as proceedings to compel specific performance and payment of all damages, expenses and costs.

Section 25: Mortgagees' rights and obligations. Anything in this agreement to the contrary notwithstanding, it is expressly understood that should any building in any portion of the project area be covered by a



mortgage or mortgages held by a savings bank, insurance company, banking institution of the Commonwealth of Massachusetts, or other responsible source of financing, such mortgagees shall not be obligated in any way to complete the improvements contemplated in such mortgage transaction, nor do they guarantee the completion of such improvements as hereinafter required of the Redeveloper, and further, that in case of any default in the construction of said improvements by said Redeveloper or its successors, assigns, transferees, grantees, or lessees, the mortgagees shall have the option of completing the improvements or causing the same to be completed. Notwithstanding the foregoing provisions of this section, it is hereby understood and agreed that if the mortgagees shall become the owner of the property and improvements in any part or all of Parcel J, and shall determine to perform any construction or development operations in said Parcel J or any part thereof, said mortgagees shall perform all such construction or development operations in accordance with the provisions of this Agreement, except that the time limits for the accomplishment of all or any part of the construction and development shall be extended by the Authority as may be necessary and reasonable under all the circumstances.

Section 26: Extensions on time of Redeveloper's performance. Anything in this Agreement to the contrary notwithstanding, the time for performance by the Redeveloper with respect to Parcel J., shall be extended as provided in this section in the event of enforced delay in the performance of the Redeveloper's obligation under this Agreement by reason of:

- (a) any acts, laws, proceedings, regulations, or restrictions of the Federal Government or any agency thereof or of the Commonwealth of Massachusetts, including but not limited to controls or restrictions upon or requisitioning of materials, equipment, tools or labor, due to war, national defense or emergency, or unusual conditions.
- (b) judicial or other legal restrictions affecting the time of commencement or completion or both;
- (c) causes which are beyond the control or without the fault or negligence of the Redeveloper, including but not restricted to: acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions;
- (d) any delay of any other contractor engaged by the Redeveloper occasioned by the foregoing.

In the event of the occurrence of any of the matters contained in this section, the time for performance of the Redeveloper's obligation shall be



extended for such period as the Authority shall find and set forth in writing to be the period of the enforced delay, provided the Redeveloper shall within sixty (60) days after the beginning of such delay, notify the Authority in writing of such delay and the causes thereof. In calculating the length of delay, the Authority shall consider not only the actual work stoppage but the consequential delays resulting from such stoppage as well. If there should be any other enforced delays beyond the control of the Redeveloper arising from causes other than those listed in this section, such delays shall be in like manner excused by the Authority.

Section 27: Extensions on time of Authority's performance. The time for performance by the Authority of its obligations under this Agreement shall, except for its obligation to make conveyance on or before December 1, 1958, be extended in the event of enforced delay in the performance of the Authority's obligations by reason of the causes described in paragraphs (a) through (d) in the preceeding section.

Section 28: Redeveloper to reconvey Parcel J in event of default. If the Redeveloper shall fail to carry out its responsibilities under this Agreement with respect to commencing the construction of the improvements in Parcel J, or to completing the construction work, all as provided in this Agreement, and any such failure shall not be cured within ninety (90) days after written notice of such failure given to the Redeveloper and to the holders of record of all building loan agreements and/or first or other mortgages in replacement thereof, then the holder or holders of the building loan agreements, and/or first or other mortgage replacements thereof may each complete the parts of said construction covered by their respective building loan agreements and/or first or other mortgages in replacement thereof, in accordance with the West End Redevelopment Plan and the covenants herein contained, upon giving written notice to the Authority of their intention to so complete, within fifteen (15) days after the expiration of the ninety (90) day period herein provided, and upon such completion, the said holder of said building loan agreement or of said first or other mortgage may, notwithstanding any provisions of this Agreement to the contrary, if it has obtained the fee title to the real estate, sell the same subject to the terms and conditions of this Agreement and the West End Redevelopment Plan, or it



may add all the cost and incidental expense of the work done by it to its advance and the lien of its mortgage and continue to hold its mortgage lien on said property.

In the event the holder or holders of such building loan agreements and/or first or other mortgages in replacement thereof shall fail to complete the work in Parcel J or portion thereof covered by its lien, the Redeveloper shall upon written demand by the Authority, reconvey to the Authority, without consideration and by quitclaim deed, all the real property in said parcel conveyed to the Redeveloper by the Authority with all the improvements thereon but subject to existing building loan agreements and/or first or other mortgages in replacement thereof. In the event the Redeveloper shall fail so to reconvey, the Authority may institute proceedings to compel specific performance. In the event the Redeveloper reconveys to the Authority in accordance with the provisions of this Agreement, the Authority shall resell Parcel J, and improvements thereon at public sale. The proceeds of such sale shall be applied (1) to reimburse the Authority for all costs and expenses incurred by it, including but not limited to, salaries of personnel in connection with the recapture and resale, and water charges. Out of any balance remaining, the Redeveloper will be paid an amount not exceeding the cash actually invested by it in acquiring the land in the project area and in performing construction work on it. Any balance remaining shall remain the property of the Authority.

#### General Provisions

Section 29: Parties barred from interest in project. No delegate to the Congress of the United States of America, and no Resident Commissioner, shall be admitted to any share or part hereof, or to any benefit to arise therefrom.

Section 30: Authority's members and officers barred from interest. No member of the Authority shall participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested; nor shall any member, officer, agent or employee of the Authority have any interest direct or indirect in this Agreement or the proceeds thereof.

Section 31: Early entries by Redeveloper. The Redeveloper may enter upon and take possession of Parcel J upon delivery of the deed of conveyance therefor. With the consent of the Authority, the Redeveloper may enter upon



Parcel J prior to taking title to same in order to undertake work which would accelerate the progress of the redevelopment of said Parcel J; provided, that the Redeveloper save the Authority harmless from consequences of the Redeveloper's activities on said Parcel J, the title to which still lodges in the Authority.

Section 32: Place of delivery of deeds. Each deed of conveyance deliverable pursuant to this Agreement shall be delivered and received at the principal office of the Authority in the City of Boston.

Section 33: Agreement to survive deeds. All terms, covenants and conditions of this Agreement which involve the performance of any act or obligation after the delivery of the deed shall survive delivery of the deed.

Section 34: Number of copies of Agreement. This Agreement may be executed in any number of counterparts, each of which shall be an original and all collectively shall constitute but one Agreement.

Section 35: Where notices are to be sent. A notice or communication hereunder by either party to the other be sufficiently given or delivered if dispatched by registered mail, postage prepaid, return receipt requested, as follows:

- (a) Addressed to the Retina Foundation at 30 Chambers Street, Boston, Massachusetts, in case of a notice or communication to the Redeveloper;
- (b) Addressed to the Executive Director of Boston Redevelopment Authority, 73 Tremont Street, Boston, Massachusetts, in the case of a notice or communication to the Authority; or to such other address in respect to either party as that party may, from time to time, designate in writing dispatched as above required.

Section 36: Agreement binding on successors and assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Section 37: Redeveloper to join Authority in petitions, etc. The Redeveloper will, if necessary, subscribe to and join with the Authority in any petitions and proceedings required to vacate the present streets, alleys and/or plats and to replat the property in accordance with the Redevelopment Plan and this Agreement. The Authority shall bear the full cost of such petitions and proceedings.

Section 38: Compliance with Chapter 121. It is understood by the parties that in the performance of this Agreement they shall at all times comply with the provisions of sections 26I through 26MM of Chapter 121 of the General Laws of Massachusetts.



Section 39: Authority members and staff not to be personally liable. No official or employee of the Authority shall be personally liable to the Redeveloper in the event of any default or breach by the Authority or for any amount which may become due the Redeveloper or on any obligations under terms of this Agreement.

Section 40: Changes by mutual consent. This Agreement cannot be changed or amended without the written consent of the parties of this Agreement and the holder of any mortgage, if any, upon Parcel J or any portion thereof affected thereby, and the insurer of the indebtedness secured by any such mortgage. This Agreement shall not be assigned by the Redeveloper without the prior written consent of the Authority.

Section 41: Effect of national emergency. Anything in this Agreement to the contrary notwithstanding, it is expressly understood and agreed that in the event a state of war or national emergency is declared by the President, this Agreement may, at the option of the Redeveloper, be terminated without any further obligation on either party to the other.

Section 42: It is hereby agreed and understood that in the event the West End Redevelopment Plan as described in Section 3 herein is amended by the substitution of a new Land Use Plan and the inclusion and substitution of terms relating thereto which among other things shows as Parcel J, Parcel J 1 as described herein, but is not amended as to any of its terms which affect the Redeveloper's obligations thereunder, the Redeveloper shall be bound by said amended Redevelopment Plan.

IT WITNESS WHEREOF, the parties hereto have caused this Agreement in four (4) counter-parts to be signed by their duly authorized officers, and their seals to be hereunto affixed.

BOSTON REDEVELOPMENT AUTHORITY

LS

By: Joseph W. Leland

Title:

THE RETINA FOUNDATION

LS

By: C. L. Schepers, Director

Title:

By: Robert S. Brown

Title: Vice President

WITNESS:

Klaus J. J. J. J.

WITNESS:

Anne Carroll



CERTIFICATE OF VOTE

The undersigned hereby certifies as follows:

(1) That he is the duly qualified and acting Secretary of the Boston Redevelopment Authority, hereinafter called the Authority, and the keeper of the records, including the journal of proceedings of the Authority.

(2) That the following vote is a true and correct copy of the vote as finally adopted at a meeting of the Authority held on May 21, 1958, and duly recorded in his office:

VOTED: That the Chairman, Joseph W. Lund, of the Boston Redevelopment Authority be and he hereby is authorized in its name and behalf to execute and deliver to Retina Foundation the Purchase and Sale Agreement covering certain land in the West End Redevelopment Area, in substantially the form as that presented to this meeting.

(3) That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law due and proper notice of such meeting was given; that a legal quorum was present throughout the meeting, and a legally sufficient number of members of the Authority voted in the proper manner and all other requirements and proceedings under law incident to the proper adoption or the passage of said vote have been duly fulfilled, carried out and otherwise observed.

(4) That the Purchase and Sale Agreement to which this Vote is attached is in substantially the form as that presented to said meeting.

(5) That if an impression of the seal has been affixed below, it constitutes the official seal of the Boston Redevelopment Authority and this certificate is hereby executed under such official seal.

(6) That Joseph W. Lund is the Chairman of said Authority.

(7) That the undersigned is duly authorized to execute this certificate.

IN WITNESS WHEREOF the undersigned has hereunto set his hand this 26<sup>th</sup> day of May, 1958.

  
Secretary



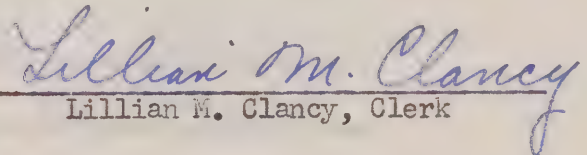
CERTIFICATE OF VOTE

I, Lillian M. Clancy, hereby certify that I am the duly elected Clerk of the Retina Foundation and that, at a duly called and held meeting of the Board of Trustees of said Retina Foundation on May 20, 1958, at which a quorum was present and acting throughout, it was unanimously

VOTED: That the President, Vice President, Treasurer, Assistant Treasurer, Director, Associate Director and Mr. Denholm M. Jacobs, or any one or more of them, be and they hereby are authorized on behalf of the Retina Foundation to take such action as they deem advisable in connection with the acquisition of land and the construction of a new building for the Foundation, including the hiring of architects, counsel and other agents and the execution of such agreements or other documents as are deemed necessary, provided that any written instruments executed in connection with this vote shall be signed by two of the foregoing persons.

A true copy.

Attest:

  
Lillian M. Clancy, Clerk

May 22, 1958



A G R E E M E N T

The undersigned, for consideration paid, hereby consents to all provisions of the Sales Contract for the West End Project Area, dated May 21, 1958, as amended, between the Boston Redevelopment Authority and the Retina Foundation.

IN WITNESS WHEREOF the undersigned has hereunto set his hand and affixed the corporate seal of the Charles River Park, Inc. this 27<sup>th</sup> day of June 1958.

CHARLES RIVER PARK, INC.

By: 

Title: Vice President

June 25, 1958

LS



CERTIFICATE OF VOTE

The undersigned hereby certifies:

That he is the duly qualified and acting Clerk of Charles River Park Inc.

That at a meeting of the Board of Directors duly called and held on June 26<sup>th</sup>, 1958 at which a quorum was present and voting throughout, upon motion duly made the following was unanimously

VOTED: That <sup>the</sup> Jerome L. Rappaport, the Vice President of Charles River Park Inc. is hereby authorized in its name and behalf to execute and deliver an instrument consenting to all of the provisions of the Sales Contract for the West End Project Area, dated May 21, 1958, as amended, between Boston Redevelopment Authority and the Retina Foundation.

That Jerome L. Rappaport is the duly elected vice-president of Charles River Park Inc.

That the undersigned is duly authorized to execute this Certificate.

IN WITNESS WHEREOF the undersigned has hereunto set his hand this 27<sup>th</sup> day of June, 1958.

CHARLES RIVER PARK INC.

By: \_\_\_\_\_

Clerk



CERTIFICATE

The undersigned, being duly authorized, hereby certifies  
in the name and behalf of the Boston Redevelopment Authority:

That the Housing and Home Finance Agency has approved  
the Agreement dated May 21, 1958 between the Boston Redevel-  
opment Authority and the Retina Foundation to which this  
Certificate is attached; that all changes required by it have  
been made and all conditions satisfied.

IN WITNESS WHEREOF the undersigned has hereunto set  
his hand and seal this 25th day of June, 1958.

BOSTON REDEVELOPMENT AUTHORITY

By:

Kare Simonian

Secretary

LS





## CERTIFICATE OF VOTE

The undersigned hereby certifies as follows:

(1) That he is the duly qualified and acting Secretary of the Boston Redevelopment Authority, hereinafter called the Authority, and the keeper of the records, including the journal of proceedings of the Authority.

(2) That the following vote is a true and correct copy of the vote as finally adopted at a meeting of the Authority held on June 25, 1958, and duly recorded in his office:

VOTED: That the Chairman, Joseph W. Lund, of the Boston Redevelopment Authority be and he is hereby authorized in its name and behalf to execute and deliver to Retina Foundation the Purchase and Sale Agreement conveying a certain parcel of land in the West End redevelopment area as approved by this Board at a meeting held on May 21, 1958 with any changes therein which are required by the Housing and Home Finance Agency, and

That Kane Simonian, Secretary, be and he is hereby authorized in its name and behalf to execute and deliver a certificate to the effect that the Housing and Home Finance Agency has approved the agreement dated May 21, 1958, between the Boston Redevelopment Authority and the Retina Foundation to which this certificate is attached, that all changes required by it have been made and all conditions satisfied.

(3) That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law due and proper notice of such meeting was given; that a legal quorum was present throughout the meeting, and a legally sufficient number of members of the Authority voted in the proper manner and all other requirements and proceedings under law incident to the proper adoption or the passage of said vote have been duly fulfilled, carried out and otherwise observed.

(4) That the Purchase and Sale Agreement to which this vote is attached is in substantially the form as that presented to said meeting.

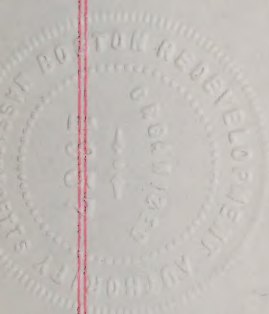
(5) That if an impression of the seal has been affixed below, it constitutes the official seal of the Boston Redevelopment Authority and this certificate is hereby executed under such official seal.



(6) That Joseph W. Lund is the Chairman of said Authority.

(7) That the undersigned is duly authorized to execute this certificate.

IN WITNESS WHEREOF the undersigned has hereunto  
set his hand this 25th day of June, 1958.

Kave Sunman

Secretary